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No. ——

IN THE

Supreme Court of the United States

OCTOBER TERM, 1997

VICARI CONTRACTORS, INC.,
Petitioner,

v.

PARISH OF JEFFERSON
Respondent.

Petition for a Writ of Certiorari to the Court of Appeal, Fifth Circuit State of Louisiana

---

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED FOR REVIEW

1. Can an ordinance of a local governing authority be applied in such a manner that its application, the demolition of petitioner's apartment complex, defeats the implementation of an Act of Congress that itself expresses a statement of Congressional policy, and by which application has eradicated two (2) years of administration through the United States Department of Housing and Urban Development of the National Housing Act. (HUD)?

2. Can a local governing authority demolish private property, seventy-seven (77) units of an apartment complex which received approval of HUD through a competitive selection process for project-based subsidies in connection with the rehabilitation of that complex, after having granted petitioner a building permit for remedial work?

PARTIES

The caption of the case contains the names of all of the parties. Petitioner is a corporation and there is no parent or subsidiary company to be listed.

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PETITION FOR A WRIT OF CERTIORARI

Petitioner respectfully prays that a Writ of Certiorari issue to review the opinion of the Court of Appeal, Fifth Circuit, State of Louisiana in the case No. 97CA00168 c/w 97CA00169, lately pending therein, rendered on October 15, 1997.

CITATIONS OF THE OFFICIAL REPORT OF OPINIONS

The opinion of the Court of Appeal, Fifth Circuit, State of Louisiana, is reported as 97-168 (La.App. 5 Cir. 10/15/97, 701 So.2d 250, writs denied 97-3141 (La. 2/20/98), —— So.2d —— (La. Feb. 20, 1998).

STATEMENT OF THE BASIS FOR JURISDICTION

The judgment of the state district court, trial court, for the Parish Of Jefferson, unreported, was signed on August 27, 1996, and appears in the Appendix hereto at p. 9a.

The opinion of the Court of Appeal, Fifth Circuit, State of Louisiana, is dated October 15, 1997 and appears in the Appendix hereto at p. 1a. Rehearing was denied on November 17, 1997. 97-168 (La.App. 5 Cir. 10/15/97) 701 So.2d 250. The Supreme Court of Louisiana denied review on February 20, 1998, 97-3141 (La.2/20/98), —— So.2d —— (La. Feb. 20, 1998). Both of those denials appear in the Appendix hereto at p. 19a and p. 20a.

No application for rehearing to the Supreme Court of Louisiana is permitted. This petition for Certiorari was filed within ninety days of the court's denial of review.

This court's jurisdiction is invoked pursuant to 28 U.S.C.A. § 1257(a), which provides:

> (a) Final judgments or decrees rendered by the highest court of a State in which a decision could be had, may be reviewed by the Supreme Court by writ of certiorari where the validity of a treaty or statute of the United States is drawn in question or where the validity of a statute of any State is drawn in question on the ground of its being repugnant to the Constitution, treaties, or laws of the United States, or where any title, right, privilege, or immunity is specially set up or claimed under the Constitution or the treaties or statutes of, or any commission held or authority exercised under, the United States.

CONSTITUTIONAL PROVISIONS, UNITED STATES CODE, REGULATIONS AND ORDINANCE

The supremacy clause, U.S.C. Const. Art 6, cl.2, requires courts to follow federal, not state, law, and reads as follows:

> Clause 2. Supreme Law of Land
>
> This constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme

> Law of the Land; and the Judges in every State shall be bound thereby, any things in the Constitution or Laws of any State to the Contrary notwithstanding.

This case concerns the "Section 8 Certificate Program," a public housing assistance program established pursuant to Section 8 of the National Housing Act of 1937; pertinent text in (Appendix pp. 48a-54a), 42 U.S.C. § 1437, 42 U.S.C. § 1437f, 42 U.S.C. § 1437f(a), 42 U.S.C. § 1439(d)(1)(A)(i), *Regulations*: 24 C.F.R. § 251.301 (1989), 24 C.F.R. § 882.719 (1989), 24 C.F.R. § 882.719 (b)(2) (1989), *Ordinance*: Jefferson Parish Ordinance No. 18050 (Appendix pp. 22a-47a).

CONCISE STATEMENT OF THE CASE

Petitioner filed a Petition for Damages for Wrongful Demolition of Private Property on June 15, 1992. (Case No. 434-842) (Appendix pp. 55a-62a). That petition was the commencement of litigation in the court of first instance, when the federal questions sought to be reviewed were raised. The method of raising those federal questions was through the use of fact pleading as required by the Louisiana Code of Civil Procedure. The facts pleaded to raise the federal questions are paragraphs VII, VIII, X, XI, XII, XIII, XX, XXI, XXIV, XXVIII. (See Appendix pp. 56a-57a and pp. 59a-60a). Petitioner continued to raise these federal questions in the appellate court, i.e. HUD was the Department of the United States implementing the Supreme Law of the Land, the "Section 8 Certificate Program", a public housing assistance program established pursuant to Section 8 of the National Housing Act of 1937. These federal questions were not considered or passed on by the state courts. The presence of HUD as an arm of the United States Congress has never been recognized throughout this litigation in the state court system.

On July 29, 1991, petitioner, Vicari Contractors, Inc., filed a petition for writ of injunction seeking to enjoin respondent, the Parish of Jefferson, from demolishing petitioner's apartment complex. (Case No. 429-579) (Rec-

ord: Vol. 1, p.1) Petitioner had been informed by respondent on July 25, 1991, that the work order to demolish petitioner's apartment complex would be issued on Friday, July 26, 1991, and demolition would begin on Monday, July 29, 1991. At the commencement of the trial on August 2, 1991, for a preliminary injunction the parties reached an agreement which was dictated into the record on August 2, 1991 (see Appendix pp. 63a-66a). Notwithstanding the agreement, the Parish of Jefferson, respondent, did in fact demolish petitioner's apartment complex albeit respondent, the Parish of Jefferson, had actual knowledge that finality had been reached by petitioner with both the Jefferson Parish Housing Authority and the United States Department of Housing and Urban Development to rehabilitate the apartment complex. (See Appendix pp. 73a-74a)

Petitioner, having received HUD's approval on August 22, 1991, the next day, on August 23, 1991, refused to sign the consent judgment. Petitioner alleged the refusal to sign signified his withdrawal of his consent. Petitioner claims that at that moment, the Parish of Jefferson was required to seek judicial enforcement; respondent rather than do so, the Parish of Jefferson, proceeded at its peril to engage in wrongful conduct by taking private property and destroying it, after admitting by the issuance of a building permit for remedial work (See Appendix p. 67a) that the private property did not need to be destroyed. The agreement which was dictated into the record and reduced to the form of a Consent Judgment was presented to the judge by respondent, the Parish of Jefferson, and signed by him in chambers on August 23, 1991. (Record Vol. 1, pp. 15-17) A petition to annul the Consent Judgment was filed by the petitioner on June 24, 1993, shortly after its discovery of fraud and ill practice. (Case No. 420-579) (Record: Vol. 1, pp. 20-24).

The consent judgment dictated into the record on August 2, 1991, provided, in pertinent part. (Appendix p. 64a)

a) Page 3, lines 16-28 state: (Appendix p. 65a)

> All debris consisting of garbage, waste and combustible materials material shall be removed from the interior of these buildings by 4:30 p.m. on the *24th day of August, 1991.*
>
> A representative of the owner shall be present on the property between the hours of 8:30 a.m. and 3:30 p.m. on the *26th day of August, 1991* to allow inspection of the property by the Jefferson Parish dangerous building abatement inspector.
>
> The owner shall begin renovation of any or all of the buildings on the site by noon on the *third day of September 1991* and continue with renovation until all buildings are completed, until all building are completely renovated. . .

b) Page 4, lines 18-29 states: (Appendix p. 65a)

> Now, finally, although this will not be part of the actual terms of the judgment the parties are agreeing here today that there may be additional provisions that needed to be added to this judgment which were not thought of. That we have attempted to satisfy all requirements of both sides but we have been at this for some two, two and a half hours and may think of additional matters that many need to be addressed later.

c) Page 5, lines 3-11 state: (Appendix p. 65a)

> We further agree that there needs to be some method of inspecting the buildings and the work being performed by the owner to determine whether or not the work being performed satisfies the requirements of this judgment and, if not, *that the owner be given notice that the provisions of this judgment are not satisfied so that he can take steps to rectify any inadequacies or deficiencies in the work he's performed.* (emphasis added)

The plain language of the transcript requires the owner to receive notice of deficiencies and an opportunity to

correct them. Petitioner, Vicari Contractors, Inc., *initiated the meeting of August 22, 1991 for that specific purpose*. None of the deadlines had yet arrived, but were fixed at later dates, i.e. August 24th, 26th, and September 3, 1991. Vicari Contractors, Inc. could not have been in violation on August 22, 1991. HIS TIME HAD NOT YET COME.

Respondent's demolition eradicated two (2) years of administration by HUD and countless man-hours spent to enforce an Act of Congress which contains a statement of Congressional Policy. The Supreme Law of the Land was thus ignored.

The National Housing Act was enacted "to remedy the unsafe and unsanitary housing conditions and the acute shortage of decent, safe, and sanitary dwellings for families of lower income * * *." 42 U.S.C. § 1437. Section 8 of the Act is designed to "aid[] lower-income families in obtaining a decent place to live and [to] promote[] economically mixed housing * * *." 42 U.S.C. § 1437f(a); *see Cisneros* v. *Alpine Ridge Group*, 113 S. Ct. 1898, 1900 (1993); HUD is also required to administer Section 8 in a manner that facilitates the racial integration of neighborhoods in which federally subsidized housing is located.

To further these policy goals, the Certificate Program authorizes HUD to enter into contracts with public housing agencies ("PHAs") to provide housing assistance to low-income families. The assistance provided by HUD is generally "tenant based," meaning that the funds provided by HUD to a PHA are tied to a particular housing unit in which a specific family has chosen to reside. 24 C.F.R. § 882.701(b). HUD assistance, however, may also be "project based," meaning that a PHA agrees to provide federal funds to the owner of low-income housing units for a specified term, provided that the units are occupied by an eligible family. 25 C.F.R. § 882.701(b).

Before a PHA can solicit applications for project-based assistance from owners of housing developments, the PHA

must obtain approval from the appropriate HUD field office. *See* 24 C.F.R. §§ 882.703(b), 882.704(a). HUD's oversight role continues even after a PHA has received authorization to solicit applications for project-based assistance. Thus, a PHA is subject to close monitoring and may be required to obtain prior HUD approval before ranking applications, selecting units, or entering into a housing assistance contract with an owner.

In addition, current regulations require HUD to approve all initial contract rents to be charged for units selected to receive project-based assistance. 24 C.F.R. § 882.714(a). The maximum rent levels that will be approved for particular units are determined by the valuation staff of the local HUD field office. In part, the rent determination turns on an analysis of the rents charged for housing units that are comparable in size, location, and certain other respects to those units for which assistance is provided.

Applicants for project-based assistance are also subject to review for compliance with the agency's housing quality standards, 24 C.F.R. § 882.109, and site and neighborhood standards, 24 C.F.R. § 882.404(b). *See* 24 C.F.R. § 882.706. In conducting a site and neighborhood review, HUD officials seek to determine whether a proposed project site: (1) can accommodate the number and type of housing units proposed; (2) will promote compliance with the Fair Housing Act and certain other civil rights provisions; (3) will promote economically mixed neighborhoods by avoiding an "undue concentration" of individuals receiving assistance in areas that have a large proportion of low-income individuals; (4) is "accessible to social, recreational, educational, commercial, and health facilities and services, and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents"; and (5) is located in an area that would avoid excessive time and expense in commuting to "places of employment providing a range of jobs for lower-income workers." 24 C.F.R. § 882.404(b).

This case concerns an application for project-based subsidies submitted by Vicari in connection with the rehabilitation of 77 units in a complex know n as Apple Trace II Apartments, located in Jefferson Parish, Louisiana. The public housing agency to which the application was submitted—the Jefferson Parish Housing Authority ("JPHA") —had, in August 1989, received authorization from HUD to provide project-based assistance for 175 housing units. The authorization, however, was conditioned on JPHAs use of a selection process using maximum open and free competition.

In imposing that condition, HUD expressed concern that JPHA might have previously selected owners to receive housing assistance without conducting a competitive selection process.

On or about October 19, 1989, JPHA approved Vicari's application for project-based subsidies for 77 units. As explained above, however, JPHA could not enter into a contract with Vicari to provide the subsidies until HUD approved the schedule of rents that Vicari intended to charge Apple Trace II tenants. *See* 24 C.F.R. § 882.714(a). Before HUD's Region VI field office in New Orleans ("HUD-New Orleans") could determine the appropriate rent levels, HUD-New Orleans received written complaints from two disappointed applicants for project-based assistance. The complaints alleged, *inter alia*, that the approval of Vicari's application for subsidies did not comply with JPHA's selection criteria and that JPHA had improperly awarded the subsidies to Vicari before soliciting applications from other owners on an open, competitive basis. Subsequently, on November 2, 1989, HUD-New Orleans sent a letter to JPHA requesting JPHA to submit documentation in support of its award of project-based subsidies.

On December 29, 1989, after completing its investigation, HUD-New Orleans approved the Apple Trace II project. The approval was conditioned, however, on Vi-

cari's agreement to lease the subsidized units of Apple Trace II at the following monthly rates: (1) $290 for one-bedroom apartments; (2) $330 for two-bedroom apartments; and (3) $410 for three-bedroom apartments. In a letter to the Acting Manager of HUD-New Orleans dated January 19, 1990, JPHA questioned the basis for HUD's rent determination and requested HUD-New Orleans to approve the higher rents proposed by JPHA. HUD-New Orleans rejected this request in a letter dated April 18, 1990.

On July 9, 1990, JPHA proposed substantially higher rents for the Apple Trace II project ($371 for one-bedroom apartments; $438 for two-bedroom apartments; and $550 for three-bedroom apartments). In addition, JPHA requested HUD to provide coinsurance for the project.

Regulations implementing the coinsurance program required HUD to perform various studies of the Apple Trace II project, including an environmental review in which the demographics and other characteristics of the project's neighborhood were to be assessed. *See* 24 C.F.R. § 251.301 (1989). In September 1990, HUD determined that the proposed rent levels were excessive and that the location of the Apple Trace II Apartments was unsuitable under the standards of the coinsurance program. HUD concluded that the property was located in an area that already had a substantial number of low-income and minority persons; providing assistance to the project, therefore, would not promote economic and racial diversity.

The responsible official at HUD-New Orleans, Joe R. Brinkley, who was at that time the Acting Field Office Manager, concluded that he could not ignore the coinsurance study. Accordingly, after consulting with an official at HUD's headquarters in Washington, D.C., Mr. Brinkley arranged for the Fair Housing Equal Opportunity Division of HUD-New Orleans to conduct a site and neighborhood analysis of the Apple Trace II project site. Like the earlier review of the coinsurance application, the site and neigh-

borhood analysis revealed that the Apple Trace II area was already heavily populated by low-income and minority residents. HUD concluded, therefore, that the site could absorb only 20 percent of the 77 proposed subsidized units, or 15 units, consistent with the goal of promoting economic and racial diversity.

On November 19, 1990, HUD-New Orleans explained to JPHA that the Apple Trace II Apartment project could not be approved because it did not meet HUD's site and neighborhood standards and the rents proposed by JPHA were excessive. HUD stated, in a letter to JPHA on November 26, that only 20 percent of the 77 proposed units could be funded under the project-based assistance program. On December 14, 1990, in response to a new request from JPHA, HUD-New Orleans stated that the following monthly rent was appropriate for the Apple Trace II project: (1) $260 for one-bedroom apartments; (2) $325 for two-bedroom apartments; and (3) $350 for three-bedroom apartments.

On February 5 and March 1, 1991, meetings were held between Vicari, HUD-New Orleans, and JPHA officials. On March 5, 1991, HUD-New Orleans agreed to the following rent schedule: (1) $300 for one-bedroom apartments; (2) $360 for two-bedroom apartments; and (3) $405 for three-bedroom apartments. Although HUD-New Orleans agreed to these higher rents, it still concluded that, due to the large percentage of low-income and minority families already in the area, only 15 units of project-based assisted housing could be approved.

Vicari was satisfied with the new rent schedule, but opposed the limitation of subsidies to 15 of the 77 units for which project-based assistance was sought. On August 12, 1991, Vicari appealed to HUD Region VI headquarters in Fort Worth, Texas. Officials of Region VI headquarters determined that the geographical area to be examined for purposes of the Apple Trace II site and neighborhood standards review should be broadened to more

closely approximate the boundaries of the census tract in which the project site was located. A net site and neighborhood study was performed by HUD-New Orleans, using this broader geographical area. This change permitted the HUD field economist performing the new study to conclude that the Apple Trace II project would not result in an undue concentration of persons receiving low-income housing assistance and that therefore all 77 units could be funded by HUD. On August 22, 1991, HUD notified JPHA that it could enter into a contract with Vicari for project-based assistance for the 77 units at the approved rent levels. (See Appendix pp. 73a-74a)

One week later, on August 29, counsel for Vicari submitted an application for FHA mortgage insurance to HUD Region VI headquarters in Fort Worth, requesting a firm commitment on insurance by October 1, 1991. HUD-New Orleans responded that it could not give a firm commitment any sooner than 60 to 90 days from receipt of a completed application. As a result of respondent's demolition of petitioner's apartment complex, on November 7, 1991, JPHA cancelled its contract with Vicari.

ARGUMENT AMPLIFYING REASONS

The structure and purpose of the National Housing Act was enacted to remedy the unsafe and unsanitary housing conditions in the United States. This federal statute creates a scheme or federal regulation "so pervasive as to make reasonable the inference that Congress left no room for the States to supplement it . . . *Barnett Bank of Marion County v. Nelson,* 517 U.S. 25, 116 S.Ct. 1103. The local law as applied to petitioner's property was in irreconcilable conflict with the execution of the full purpose and objectives of Congress. In such a case, the Supremacy Clause requires state courts to follow federal, not state, law. U.S. Const., Art. VI, cl. 2. The United States Congress had committed two years of its resources through HUD to rehabilitate the petitioner's apartment complex. The Su-

premacy Clause must be recognized by the state courts and prevent the application of a local ordinance as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.

Past cases decided by this Honorable Court have recognized that ". . . the Supremacy Clause may entail pre-emption of state law either by express provision, by implication, or by a conflict between federal and state law. . . . On the assumption that the historic police powers of the States were not to be superseded by the Federal Act unless that was the clear and manifest purpose of Congress. . . ." *New York State Conference of Blue Cross & Blue Shield Plans, the Travelers Insurance Company, et al.,* 514 U.S. 645, 115 S.Ct. 1671 "Pre-emption analysis, rather, turns on the actual content of respondent's policy and its real effect on federal rights. . . . But such reasoning mistakes a standard for validity under the Equal Protection and Due Process Clauses for what the Supremacy Clause requires. . . . It is instead to decide if a state rule conflicts with or otherwise 'stands as an obstacle to the accomplishment and the execution of the full purpose and objectives' of the federal law," *Livadas v. Bradshaw,* 512 U.S. 107, 114 S.Ct. 2068, accordingly, "the purpose of Congress is the ultimate touchstone" of pre-emption analysis. *Malone v. White Motor Corp.,* 435 U.S. 497, 504, 98 S.Ct. 1185, 1189-1190, 55 L.Ed. 2d 443 (1978).

Therefore, the answers to the questions presented are really simple. Congress stated its purpose in the Fair Housing Act; additionally, Congress, through HUD, expended two years of administration and countless manhours during that time, all dedicated to the rehabilitation of the petitioner's apartment complex as an instrument in the implementation of the Fair Housing Act. The ordinance of a local governing authority as applied cannot stand as an obstacle to the accomplishment and execution of the full purposes and objectives of a federal law.

CONCLUSION

Therefore, this Honorable Court should grant petitioner's Application for a Writ of Certiorari to review the opinion of the State Court of Appeal which, fails to even mention the presence of HUD and its conclusion of two years of processing as directed by the United States Congress to rehabilitate petitioner's apartment complex to accomplish the objectives of the Fair Housing Act.

Respectfully submitted,

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APPENDIX

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APPENDIX

COURT OF APPEAL
FIFTH CIRCUIT
STATE OF LOUISIANA

No. 97-CA-168 C/W
97-CA-169

VICARI CONTRACTORS, INC.

versus

PARISH OF JEFFERSON

Appeal from the Twenty-Fourth Judicial District Court
Parish of Jefferson, State of Louisiana
Number 420-579 S/W 434-842, Division "N"
Honorable Susan M. Chehardy

ROBERT J. BURNS
JUDGE, PRO TEMPORE

October 15, 1997

(Court composed of Judges James L. Cannella, Thomas F. Daley, Robert J. Burns, Pro Tempore)

This is a suit for damages for the wrongful demolition of private property brought by Vicari Construction, Inc.

(hereinafter "Vicari") against the Parish of Jefferson (hereinafter "the Parish"). The defendant and the plaintiff were bound by a consent judgment regarding the renovation of various buildings owned by Vicari. Vicari failed to comply with the terms of the consent judgment. Pursuant to the terms of the consent judgment, the Parish demolished Vicari's buildings.

Vicari filed a petition seeking damages for the wrongful demolition of private property, and, over a year later, a petition to annul the consent judgment. On the first day of trial, Vicari amended its petition to limit the various claims asserted in its original petitions to a single claim for damages as a result of the wrongful enforcement of the consent judgment. Following a bench trial, the trial judge, without reasons, denied Vicari's petition to annul, and ruled in favor of the Parish on the issue of liability for the demolition of Vicari's buildings.

On appeal, Vicari asserts eight assignments of error. Based upon the record before us, we find that the trial court properly denied both Vicari's motion to annul the August 2, 1991 consent judgment and Vicari's petition for damages for the wrongful demolition of private property. In essence, the trial court found that the parish had the right to enforce the consent judgment and demolish the property. We agree with the trial judge and, therefore, affirm her judgment.[1]

I. HEARING OFFICER PROCEEDING

Vicari was notified by a certified letter that a hearing pursuant to Jefferson Parish's dangerous building ordinance would be held. The purpose of this letter was to notify Vicari that the Parish was seeking an order re-

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[1] Although Vicari amended its petitions to limit the claims asserted therein to a single claim for damages for the wrongful demolition of private property, we deem it necessary to address the validity of the consent judgment.

quiring that Vicari's apartment buildings be either vacated and repaired, demolished, or secured.

At the hearing, Vicari was represented by the president of its board of directors, Mr. Pete G. Vicari, and the Parish was represented by numerous parish officials. The hearing officer issued an order giving Vicari thirty days from the date of the order to do one of the following: (1) secure the buildings in accordance with Jefferson Parish's dangerous building ordinance, (2) obtain a building permit and make the necessary repairs, or (3) obtain a building permit for the demolition of the buildings. The order also provided that in the event that Vicari failed to comply with the order, the Parish was authorized to demolish the buildings and place a lien on the property for the costs incurred by the demolition. The Parish recorded this order in the mortgage records for Jefferson Parish.

Vicari did not take any action as required by the hearing officer's order. Vicari was notified by the Parish that demolition of its buildings would commence on July 29, 1991.

II. VICARI'S REQUEST FOR PRELIMINARY INJUNCTION—THE CONSENT AGREEMENT

Vicari filed for a petition for injunction on July 29, 1991, claiming that it had been unable to take any action pursuant to the hearing officer's order for various reasons, but admitting that it had been given an additional thirty days to comply with the order. A temporary restraining order was granted by the trial court on July 29, 1991.

On August 2, 1991, a hearing was held on Vicari's petition for a preliminary injunction. *Vicari's counsel read a consent judgment into the record.* The Parish agreed that by August 6, 1991, it would cancel the inscription of the hearing officer's order from the mortgage records. Vicari agreed to perform various work by August 24, 1991, and to have a representative on the property

on August 26, 1991 for an inspection of the work performed. The consent judgment also provided that if Vicari should fail to comply with its terms, *the Parish could thereafter demolish the buildings without giving Vicari further notice,* and that Vicari would bear all costs of any such demolition. The consent judgment was later reduced to written form and signed by both the trial judge and the Parish's attorney. However, Vicari's attorney refused to sign the consent judgment.

In compliance with the consent judgment, the Parish canceled the order from the mortgage records on August 6, 1991. At a meeting held on August 22, 1991, the Parish notified Vicari that it intended to go forward with the demolition of Vicari's buildings, as provided in the consent judgment if Vicari had not complied with the terms of the consent judgment. By its own admission, made in open court on March 4, 1996, *Vicari never attempted to comply with the terms of the consent judgment.* The Parish began demolition on September 15, 1991. Demolition continued through February 4, 1992. During the four month period, Vicari took no legal action to stop the demolition. The Parish placed a lien on the property in the mortgage records for the costs of the demolition.

III. VALIDITY OF THE CONSENT JUDGMENT

Vicari's complains that the trial judge erred in dismissing Vicari's petition to annul the August 2, 1991 consent judgment, and in failing to find that Vicari's refusal to sign the consent judgment established a lawful withdrawal of its consent.

Louisiana Civil Code Article 3071 provides as follows:

> A transaction or compromise is an agreement between two or more persons, who, for preventing or putting an end to a lawsuit, adjust their differences by mutual consent, in the manner which they agree

> on, and which every one of them prefers to the hope of gaining, balanced by the danger of losing.
>
> This contract must be either reduced into writing *or recited in open court* and capable of being transcribed from the record of the proceeding. This agreement recited in open court confers upon each of them the right of judicially enforcing its performance, although its substance may thereafter be written in a more convenient form. (Emphasis added).

In *Plaquimines Parish Government v. Getty Oil Co.*, 95-2452, p. 6 (La. 5/21/96); 673 So.2d 1002, 1006, the Louisiana Supreme Court discussed consent judgments as follows:

> A consent judgment is a bilateral contract wherein parties adjust their differences by mutual consent and thereby put an end to a lawsuit with each party balancing hope of gain against fear of loss. La.Civ. Code art. 3071; *Preston Oil Co. v. Transcontinental Gas Pipe Line Corp.*, 594 So.2d 908, 913 (La.App. 1st Cir.1991). A judgment, whether it results from the assent of the parties or is the result of a judicial determination after a trial on the merits, is and should be accorded sanctity under the law. *Preston Oil Co.*, 594 So.2d at 913.

This Court finds no merit to Vicari's claims as listed above. As the consent judgment was recited in open court by Vicari's attorney, both Vicari and the Parish were bound by the terms of the consent judgment.

IV. VICARI'S DAMAGE SUIT

On June 15, 1992, four months after the property was demolished, Vicari filed a petition for damages for the wrongful demolition of its buildings against the Parish in the 24th Judicial District Court. Over a year later, on June 24, 1993, Vicari filed a petition to annul the con-

sent judgment that its attorney read into the record in open court August 2, 1991.[2] The parties agreed to bifurcate the trial.

On the first day of the bench trial on the issue of liability, counsel for both Vicari and the Parish stipulated to an amendment of Vicari's petition. The amendment limited the claims asserted in Vicari's original petitions to a claim for damages as a result of the wrongful enforcement of the consent judgment. Vicari's attorney thereafter stated that both he and the Parish's attorney were in agreement that Vicari's petition to annul the consent judgment was "moot."

Following the submission of post-trial memoranda, the trial judge, without reasons, denied Vicari's petition for annulment of the August 2, 1991 consent judgment, and ruled in favor of the Parish on the issue of liability for the destruction of Vicari's buildings. Vicari has appealed to this Court, alleging eight assignments of error.[3]

V. DID THE PARISH WRONGFULLY ENFORCE THE CONSENT JUDGMENT?

Vicari complains that the trial judge erred as follows: (1) in failing to find that the conduct of the Parish was a wrongful enforcement of the consent agreement, (2) in failing to find that the Parish's wrongful enforcement of the consent agreement was a cause in fact of damages sustained by Vicari, and (3) in failing to find that the

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[2] The suit seeking damages for the wrongful demolition of Vicari's buildings was designated as district court case number 420-579. The suit seeking the annulment of the consent judgment was designated as district court case number 434-842. These cases were consolidated at the district court level.

[3] In its brief, Vicari alleges a number of procedural errors that allegedly occurred at trial. Appellate counsel for Vicari did not address these procedural issues in oral argument. We have reviewed the record and find no merit to these claims.

law required the Parish to give Vicari notice prior to the demolition of the buildings.

We find no merit to Vicari's claims as listed above. The consent judgment provided that Vicari would perform specific work on its buildings by 4:30 P.M. on August 24, 1991, and that Vicari would have a representative on the property between the hours of 8:30 A.M. and 3:30 P.M. on August 26, 1991 for an inspection of the work Vicari had performed. The consent judgment also provided in pertinent part:

> . . . the owner consents that upon his failure to comply with the provisions of this Order for any reason whatsoever save for an Act of Force Majeure, the buildings may be *totally and completely demolished* by the Parish of Jefferson *without further notice* to the owner with the owner to bear all costs of demolition . . . . (Emphasis added).

Thus, the consent judgment provided that should Vicari fail to comply with its terms, the Parish could thereafter totally and completely demolish Vicari's buildings without giving Vicari any further notice. *By its own admission made in open court on March 4, 1996, Vicari never attempted to comply with the terms of the consent judgment.* Therefore, the consent judgment authorized the Parish to demolish Vicari's buildings. We find that the Parish did not wrongfully enforce the consent judgment. Therefore, we also find that the Parish was not a cause in fact of any damage sustained by Vicari as a result of the demolition of its buildings.

Finally, Vicari's contention that it did not receive notice according to law is unsupported by the record. Vicari received notice of the hearing to be held before a hearing officer, as required by the Jefferson Parish Code of Ordinances, § 19-63. The consent judgment specifically provided that should Vicari fail to comply with its terms, the Parish could demolish Vicari's buildings without giving

Vicari any further notice. In fact, although the consent judgment did not require the Parish to give Vicari any further notice prior to demolishing the buildings, Vicari was notified during a meeting held on August 22, 1991 that demolition would commence in September should Vicari fail to comply with the terms of the consent agreement. Accordingly, we find that Vicari did receive notice as required by the law, as well as in accordance with the consent agreement that it entered into.

CONCLUSION

We find that the consent judgment is valid. We further find that the Parish had the right to demolish the buildings in accordance with the consent judgment. Therefore, we affirm the trial court judgment in all respects. We further order Vicari to bear all costs of this appeal.

AFFIRMED.

[Filed Aug. 27, 1996]

TWENTY-FOURTH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA
DIVISION "N"

No. 420-579
C/W 434-842

VICARI CONTRACTORS, INC.

versus

PARISH OF JEFFERSON

JUDGMENT

This matter originally came before the court in the form of a Petition for Writ of Injunction filed on July 29, 1991 by plaintiff, Vicari Contractors against the Parish of Jefferson. The parties entered into a Consent Judgment on August 2, 1991 which was signed by Judge G. Thomas Porteous, Jr. on August 23, 1991. Thereafter, plaintiff, Vicari Construction, Inc., filed a Petition for Damages on June 15, 1992 in case #434-842. Plaintiff then filed a Petition to Annul Judgment on June 24, 1993 to annul the aforemention consent judgment. Case #434-842 was transferred to this division on April 7, 1993. Defendant, the Parish of Jefferson filed a Motion to Sever Liability and Damages which was granted by the Court on April 27, 1995. The case came for trial on the merits on March 4, 1996, March 14, 1996 and March 15, 1996 on the issue of the nullity of the August 2, 1991 Consent Judgment and the issue of liability as to the Peti-

tion for Damages. Following the trial, the Court gave the parties time to file post-trial memoranda.

Present:

Stephen J. Caire and Duane Dunn, attorneys for plaintiff, Vicari Contractors, Inc.

Daniel A. Ranson and Michael O. Peytavin, attorneys for defendant, Parish of Jefferson

Considering the law, the evidence, the pleadings and the memoranda of counsel;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff's Petition to Annul the August 2, 1991 Consent Judgment is hereby denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there be judgment herein in favor of defendant, Parish of Jefferson, and against plaintiff, Vicari Contractors, Inc., with regard to the issue of liability on the Petition for Damages filed by Vicari Contractors on June 15, 1992.

GRETNA, LOUISIANA this 27th day of August, 1996.

/s/ [Illegible]
Judge

ORDER OF THE BUILDING OFFICIAL
PARISH OF JEFFERSON
STATE OF LOUISIANA

On the 24th day of May, 1991, a hearing was held pursuant to Chapter 19 of the Code of Ordinances of the Parish of Jefferson, State of Louisiana, to determine whether the building(s) described in this order is/are dangerous building(s) as that phrase is defined in Section 19-61 of the Code of Ordinances, and if so, whether or not such building(s) must be vacated, secured, and/or repaired or demolished.

The building(s) which was/were the subject of this hearing is/are located on the following described property:

Lot 15-B, Square C, Westside Terrace Subdivision and is identified as:

Building "18"

The hearing was held in the Westbank Council Chambers, Second Floor, New Courthouse Building, Gretna, LA. Mr. Leonard Beller, Architect, presided as Hearing Officer. The persons appearing at the hearing are listed on Exhibit A which is attached hereto and incorporated herein.

All witnesses were sworn in and the Hearing Officer heard the evidence presented by all parties.

The Hearing Officer, having considered all of the evidence, hereby duly makes the findings and conclusions set out in Exhibit B, which is attached hereto and incorporated herein.

It is therefore ORDERED by the Hearing Officer of the Parish of Jefferson, Louisiana, that:

YES—— NO—— this matter be dismissed.

Yes—— NO—— this matter shall be reset for hearing.

Yes—— NO—— the owner of the property take the action set out in Exhibit C, which is attached hereto and herein incorporated.

SIGNED, on this 24 day of May, 1991.

/s/ Leonard E. Beller
Hearing Officer

THE STATE OF LOUISIANA, PARISH OF JEFFERSON

Before me, the undersigned authority, on this day personally appeared Leonard Beller, known to me to be the person acknowledged to me that he executed the same for the purposes herein experssed.

Given under my hand and seal of office this 24th day of May, 1991.

/s/ [Illegible]
Notary Public

EXHIBIT A

The following persons appeared for the Parish in their official capacities:

> Pete Schneckenburger, Dangerous Building Abatement, Housing Officer; Barbara Bruce, Parish President's Office, Clerk; Cindy Laborie, Parish President's Office, Clerk and Abstractor; Perrin C. Butler, Jr., Assistant Parish Attorney; Timothy P. O'Rourke, Assistant Parish Attorney as Notary; and a representative of both the Fire and Health Departments.

The following persons claiming an interest in the property appeared at this hearing:

/s/ Peter G. Vicari (owner)

In addition, the following persons appeared in regard to the subject of this hearing.

EXHIBIT B

1. The official records of the Parish in which the property is situated indicated that the following persons are owners of the property described in this Order:

   Vicari Contractors, Inc.

   and that the following persons are mortgagees or lienholders on said property:

   Louisiana Housing Finance Agency
   Roizman & Associates
   Schwegmann Bank & Trust Company

   In addition, the following persons may have or claim to have an ownership interest in the property:

   and the following persons may have or claim to have a lien or mortgage on the property:

   The following persons, although listed in the records, state that they no longer have an interest in the property:

2. Yes ☒ No — Notice was given pursuant to Chap-19 of the Code of Ordinances, Jefferson Parish, Louisiana.

3. The building(s) on the property described in this order which is/are the subject of this hearing is/are:

   (a) *Building "18"—Wood frame, flat roof, multi-family, 2-story apartment building*
   (address-description)

   (i) Yes ☒ No — The building is dilapidated, substandard, or unfit for human habitation.

   (ii) Yes ☒ No — The building constitutes a hazard to the health, safety or welfare of its occupants and/or the citizens.

(iii) Yes ☒ No — The building is a dangerous building within the terms of Section 19-61 of the Code of Ordinances.

(b)

(address-description)

(i) Yes — No — The building is dilapidated, substandard, or unfit for human habitation.

(ii) Yes — No — The building constitutes a hazard to the health, safety or welfare of its occupants and/or the citizens.

(iii) Yes — No — The building is a dangerous building within the terms of Section 19-61 of the Code of Ordinances.

EXHIBIT C

SECURE, REPAIR OR DEMOLISH

THE FOLLOWING ACTION SHALL BE TAKEN IN REGARD TO THE BUILDING DESCRIBED UNDER ITEM 3 OF EXHIBIT B:

1. Yes ☒ No — The building shall be posted immediately as a dangerous building in accordance with Sec. 19-61 of the Jefferson Parish Code of Ordinances.

2. Yes ☒ No — The owner has until the 30th day following the date of this Order to perform one of the following:

   (a) secure the building and keep it secured in accordance with the Building Official's specifications adopted pursuant to Sec. 19-63(F)(4) of the Code of Ordinances, which are filed in the Office of the Clerk of the Parish Council.

   (b) obtain a building permit from the Jefferson Parish Department of Inspection and Code Enforcement for the repair of the building and begin repairs to the building in conformity with all applicable Parish & State Codes (NOTE: The procedure for obtaining a building permit may take several days and may require the submission of plans, depending upon the nature of the work to be done); or

   (c) obtain a building pemit from the Jefferson Parish Department of Inspection and Code Enforcement for

the demolition of the building and begin to demolish the building (NOTE: it is not possible to obtain a building permit for demolition without your first ensuring that a licensed plumber has obtained a plumbing permit and plugged the sewer, if any, at the property line).

3. In the event that the owner complies with item 2, above, by securing the building as provided in subsection (a), then this file shall remain active for a period of 3 years from the date of signature of the order as provided by Section 19-63(H) of the Jefferson Parish Code of Ordinances.

4. In the event that the owner complies with item 2, above, by timely obtaining a building permit for the repair of the building as provided in subsection (b), then such repairs are to be completed by the 60 day following the date of this Order.

5. In the event that the owner complies with item 2, above, by timely obtaining a building permit for the demolition of the building as provided in subsection (c), then such demolition is to be completed by the 60 day following the date of this Order.

6. Yes ☒ Not Applicable — If the owners fail to take any action required by this Order by the time specified above, then a notice, including a copy of this order shall be mailed by certified mail, return receipt requested, to each mortgagee and lienholder, and the mortgagees / lienholders shall have 30 days from the date the notices are placed in the United States mail to

timely comply with item 2, above. In the event the mortgagees/lienholders timely comply with 2(b), above, by taining a building permit for repairs to the building or timely comply with 2(c), above, by obtaining a permit for demolition of the building, then they shall have the same number of days allowed to the owner for completion of the work, as provided in item 4, or 5, as applicable.

Upon the earliest date of any failure by the owner to timely comply with this Order, or upon the earliest date of any failure by the mortgagees/lienholders to comply with the Order (if applicable), the Parish of Jefferson shall be authorized to completely demolish and remove said building.

If the Parish of Jefferson demolishes and removes the building pursuant to this Order, the Parish shall be entitled to place a lien on such property for all administrative expenses and demolition costs incurred by reason of such demolition together with interest as provided by law.

COURT OF APPEAL, FIFTH CIRCUIT
STATE OF LOUISIANA

Clerk's Office, Gretna
Nov. 17, 1997

DEAR SIR:

REHEARING WAS THIS DAY REFUSED IN THE CASE ENTITLED

No. 97 CA 168 C/W 97 CA 169

VICARI CONSTRUCTION, INC.

v.

PARISH OF JEFFERSON

Very truly yours,

PETER J. FITZGERALD, JR.
Clerk

THE SUPREME COURT
OF THE STATE OF LOUISIANA

No. 97-C - 3141

VICARI CONTRACTORS, INC.

vs.

PARISH OF JEFFERSON

IN RE: Vicari Contractors Inc.; —Plaintiff(s); Applying for Writ of Certiorari and/or Review; Parish of Jefferson 24th Judicial District Court Div. "N" Number 420-579, 434-842; to the Court of Appeal, Fifth Circuit, Number 97-CA-0168, 97-CA-0169

February 20, 1998

Denied.

WFM

PFC

CDK

BJJ

JPV

CDT

JTK

LEMMON, J. not on panel.

Supreme Court of Louisiana
February 20, 1998

/s/ [Illegible]
Clerk of Court
For the Court

ORDINANCE NO. 18050

ENACTED BY THE JEFFERSON PARISH COUNCIL

On motion of Mr. DeViney, seconded by Mr. Ward, the following ordinance was offered:

SUMMARY NO. 15433 ORDINANCE NO. 18050
An ordinance amending Chapter 19 of the Code of Ordinances regarding "Nuisances" relating to the repair and condemnation of buildings, dwellings and other structures that have become derelict and present a danger to the health and welfare of the residents of the Parish and to provide for related matters.

WHEREAS, the Jefferson Parish Council finds that:

(1) Structures which are vacant and open to entry at doors, windows or other points accessible to the general public:

(a) Attract children to enter;

(b) Become harborage for vermin;

(c) Serve as temporary abode for derelicts, vagrants, criminals;

(d) Serve as havens for illicit activity such as the sale and use of illegal drugs; and

(e) Are being damages by vandals and set ablaze by arsonists.

(2) Unkept grounds surrounding such vacant, open structures invite the dumping of garbage, rubbish and junk autos thereupon.

(3) Most of the vacant and open structures in Jefferson Parish are made of wood-frame construction which is more flammable than other building types.

(4) Many of the vacant and open structures in Jefferson Parish are situated on narrow lots and

in close proximity to one another, thereby increasing the risk of conflagration and spread of insect and rodent infestation.

(5) Population loss and economic decline experienced by Jefferson Parish in recent years has caused the incidence of vacant, open structures to increase significantly.

(6) Such vacant, open structures often become dilapidated because they are left unsecured and unrepaired by the owers or persons in control of said structures.

(7) Vacant and open structures are not only dangerous, but they depress the market value of surrounding properties. Many times adjacent property owners are left unable to renew insurance on their property. Additionally, when they decide to sell their property they are unable to attract buyers, or prospective buyers are unable to obtain financing due to the added risks lending institutions are unwilling to bear.

THE JEFFERSON PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. That a new article, Article V, be added to Chapter 19 of the Code of Ordinances, with Sections numbered 19-60 through 19-71 thereunder, to read as follows:

ARTICLE V. DANGEROUS BUILDINGS

Sec. 19-60. Declaration as Nuisance.

All buildings or structures located outside incorporated municipalities within the Parish of Jefferson which are injurious to or a danger to the public health, safety, morals or welfare of the people of the Parish of Jefferson, as hereinafter defined, are hereby declared to be public nuisances.

Sec. 19-61. Definition.

All buildings or structures which have any or all of the following defects shall be deemed "dangerous buildings" which constitute a public nuisance:

(a) Those which are structurally unsound, as follows:

(1) Those which have interior walls or other vertical structural members that list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.

(2) Those which, exclusive of the foundation, show thirty-three (33) percent or more of damage or deterioration of the supporting member or members or fifty (50) percent of damage or deterioration of the nonsupporting enclosing or outside walls or covering.

(3) Those which have improperly distributed loads upon the floors or roofs or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.

(4) Those which have been damaged by fire, wind or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or people of the parish.

(b) Those which are unhealthful, as follows:

(1) Those which are so dilapidated, decayed or unsanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease,

so as to work injury to the health, morals, safety or general welfare of those occupying such building.

(c) Those which constitute a fire hazard, as follows:

(1) Those buildings containing electrical wiring or appliances in dangerous and defective condition likely to cause fire. Electrical wiring and appliances installed or in use which are not in compliance with the provisions of any ordinance of the parish regarding such wiring or appliances and the installation thereof shall be deemed dangerous and defective.

(2) Those buildings containing gas plumbing or appliances in dangerous or defective condition likely to cause fire. Gas plumbing or appliances installed or in use which are not in compliance with the provisions of any ordinances of this parish regulating such plumbing and appliances and the installation thereof shall be deemed dangerous and defective.

(3) Those buildings which contain combustible or explosive matter or accumulation of rubbish, trash or unnecessary accumulation of waste paper, boxes, shavings or any highly flammable materials especially liable to fire, therein, or in close proximity thereto.

(4) Those buildings containing numerous openings in the walls or other unstopped spaces throughout, attributable to vandalism or general disrepair, which increase the risk of conflagration in the area.

(5) Those buildings which are vacant and have windows, doors or other openings which

remain unsecured permitting entry by unauthorized persons.

(6) Those buildings which contain other fire hazards in violating of the National Fire Prevention Act, the State Fire Marshall Act, the building code, any provisions of this code or other ordinances of this parish if the violation is of such a nature that the building constitutes a danger to its occupants and/or others.

(d) Those which are otherwise dangerous to human life:

(1) Those, regardless of their structural condition, which have during times that they were not actually occupied by their owners, lessees or other invitees, been left unsecured from unauthorized entry to the extent that they may be entered and utilized by vagrants or other uninvited persons as a place of harborage or may be entered and utilized by children as a play area.

(2) Those which have parts thereof which are so attached that they may fall and injure members of the public or property.

(3) Those which are not provided with adequate egress.

(4) Those buildings existing in violation of any provisions of this Code, the building code, the fire code, or other ordinances of this parish if the violation is of such a nature that the building constitutes a danger to its occupants and/or others.

(e) A building that is boarded up, fenced or otherwise secured in any manner may, nevertheless, be deemed to be a dangerous building under the foregoing criteria if:

(1) The building constitutes a danger to the public even though secured from entry; or

(2) It is found that the means utilized to secure the building are not adequate to prevent unauthorized entry of the building in contravention of (d)(1) above.

Sec. 19-62. Duties of housing officer.

The Director of the Department of Inspection and Code Enforcement shall designate a housing officer whose duties shall be as follows:

(1) To inspect any building, wall or structure about which complaints are filed by any person to the effect that a building, wall or structure is or may be existing in violation of the terms of this article;

(2) Inspect any building, wall or structure reported by the fire, health or police department of this parish as probably existing in violation of the terms of this article;

(3) Inspect buildings in the parish to determine whether they are "dangerous buildings" within the terms of section 19-61.

(4) Document the existence of buildings that are found to be dangerous incorporating the reports of the fire, health and police departments where applicable.

(5) Schedule a hearing pursuant to section 19-63, fulfilling the notice requirements to interested parties as provided therein, and further notifying other involved parish officials so that they may attend and testify when appropriate.

(6) Appear at all hearings conducted pursuant to section 19-63 of this Code and testify as to the conditions existing in the "dangerous building".

(7) Place notices and/or placards on "dangerous buildings" as ordered by the hearing officer pursuant to section 19-63, or as otherwise required by this article.

Sec. 19-63. Notice of hearing; hearing, placarding of building or structure.

(a) If a building or structure has, upon inspection, been found to be dangerous, then written notice shall be made as follows:

(1) Notice is served upon the owner in the same manner as service of citation or other process, whether made by sheriff, deputy sheriff, constable, or duly authorized building inspector of the parish.

(2) Notice is served by registered or certified mail, return receipt requested, sent to the owner at his last known address listed on the tax rolls of the parish.

(3) Notice is served in the same manner as service of citation or other process upon any mortgagee or any other person who may have a vested or contingent interest in the premises as indicated in the mortgage or other public records of the parish, if the owner is absent or is unable to be served in accordance with (1) or (2) above.

(4) Notice is made by publication once a week for two weeks consecutively in the official journal, if the owner is absent or is unable to be served in accordance with (1), (2), or (3) above.

(b) In addition to the notice requirements above, a copy of such notice shall be posted in a con-

spicuous place on the building found by the building inspector to be dangerous.

(c) The notice shall inform the interest parties that a hearing will be held in which the parish will seek an order requiring the building to be vacated and/or requiring the building to be repaired or demolished and/or secured upon a finding that the building is dangerous and that it constitutes a hazard to the health, safety or welfare of its occupants and/or citizens of this parish. Such notice shall also set forth:

(1) The specific conditions which render the building a dangerous building within the standards set forth in 19-61;

(2) That a hearing will be held before a hearing officer designated pursuant to this article in which the parish will seek an order that the building be vacated and/or that the building be repaired or demolished and/or secured as provided in subsection (f) of this section;

(3) The date, time and place of such hearing; and

(4) That all persons having an interest in the property may appear in person and/or represented by an attorney and may present testimony and may cross-examine all witnesses.

(d) All hearings shall be held by an engineer employed by the Parish of Jefferson Department of Engineering or by a professional engineer registered pursuant to the laws of the State of Louisiana and designated by the director of the Department of Engineering. Such official shall be referred to as the hearing officer provided,

however, that the said director shall not designate any person to perform the duties of hearing officer under this section who has had prior knowledge of the conditions of such building, except such person designated as hearing officer may, prior to the hearing, receive a copy of the notice given to the owners.

(e) All hearings shall be conducted under rules consistent with the nature of the proceedings; provided, however, the following rules shall apply to such hearings:

(1) All parties shall have the right to representation by a licensed attorney, though an attorney is not required.

(2) Each party may present witnesses in his own behalf.

(3) Each party has the right to cross-examine all witnesses.

(4) Only evidence represented before the hearing officer at such hearing may be considered in rendering the order.

A representative of the legal department shall be present at each such hearing to advise the hearing officer as to procedural matters; however, such attorney shall not otherwise participate in the proceedings.

If no person having an interest in the building appears before the hearing officer at the date and time specified, the housing officer shall procure evidence showing the building to be a dangerous building within the standards set forth in section 19-61 and that same constitutes a hazard to health, safety and welfare of the citizens.

(f) After completion of the presentation of testimony by all parties appearing, the hearing officer shall make written findings of fact as to whether or not the the buildings are dilapidated, substandard or unfit for human habitation and constitutes a hazard to the health, safety or welfare of occupants and/or the citizens, and whether or not the buildings in question are dangerous within the standards set forth in section 19-61.

If the hearing officer finds that any building is dilapidated, substandard or unfit for human habitation and that same constitutes a hazard to the health, safety or welfare of its occupants and/or the citizens, and that same is a dangerous building within the terms of section 19-61, he shall issue an order directing the owner, occupant and all other persons having an interest in said building as shown by the mortgage and conveyance records of the parish where the land is located:

(1) That the building shall be vacated if same is occupied and the hearing officer finds that the building is in such condition as to make it dangerous to the health, safety or welfare of its occupants;

(2) That the building shall be either repaired or demolished (at the owner's option) if it can reasonably be brought into compliance by repair;

(3) That the building be demolished if it cannot reasonably be repaired; and/or

(4) If the building is unoccupied and the condition of the building is such that it may be brought into compliance by securing it from unauthorized entry, then the order

may provide that it be so secured and be kept secured and may include or adopt written specifications that must be complied with in securing the building and the order may provide that the building be demolished if it is not secured in compliance therewith.

If the hearing officer finds that the building is substandard as above described and in such condition as to make same dangerous to the health, safety or welfare of its occupants or to the citizens, the hearing officer shall order that the parish place a notice in a conspicuous place on such building; such notice to read in letters at least two and one-half (2½) inches high, the words:

"THIS BUILDING HAS BEEN FOUND TO BE A DANGEROUS BUILDING. OCCUPANCY OF THIS BUILDING IS PROHIBITED BY LAW AS SUCH OCCUPANCY IS DANGEROUS TO THE HEALTH, SAFETY AND WELFARE OF ITS OCCUPANTS. THIS NOTICE IS POSTED (here the notice shall set forth the date eand hour such notice is posted). ALL PERSONS MUST VACATE THIS BUILDING NOT LATER THAN FORTY-EIGHT (48) HOURS AFTER THE TIME OF POSTING AND SHALL NOT RE-ENTER THE SAME UNTIL THE PARISH FINDS THAT THE BUILDING HAS BEEN REPAIRED SO AS TO BE IN COMPLIANCE WITH THE ORDINANCES OF THE PARISH OF JEFFERSON. THIS NOTICE SHALL REMAIN ON THIS BUILDING UNTIL IT IS REPAIRED OR DEMOLISHED."

If the hearing officer finds that the building is in such condition that it is dangerous for anyone to enter, the hearing officer shall order that the parish place a notice in a conspicuous place on such building, such notice to read in letters at least two and one-half (2½) inches high, the words:

> "THIS BUILDING HAS BEEN FOUND TO BE A DANGEROUS BUILDING BY THE PARISH OF JEFFERSON. NO PERSON SHALL ENTER THIS BUILDING EXCEPT PERSONS AUTHORIZED BY THE OWNER WHO ENTER SOLELY FOR THE PURPOSE OF CORRECTING THE HAZARDOUS CONDITIONS THEREIN AND INSPECTORS OF JEFFERSON PARISH. THIS NOTICE SHALL REMAIN ON THIS BUILDING UNTIL IT IS REPAIRED OR DEMOLISHED."

The persons having an interest in the property shall be given a reasonable period of time in which to comply with the hearing officer's order, such period not to exceed thirty (30) days, unless, in the judgment and discretion of the hearing officer, it is determined that a greater period of time is necessary. The order shall state the date by which the action ordered must be completed, and state that the housing officer shall cause the building to be vacated, repaired and/or demolished if the persons having an interest in the property do not comply with the order. The order of the hearing officer shall be served on all persons having an interest in the property as provided in subsection (a) of Section 19-63.

A copy of the order of the hearing officer shall also be filed in the mortgage and conveyance records of the parish in which the land lies.

(g) If the persons having an interest in the property fail to comply with the order of the hearing officer within the time specified in the order for compliance, the housing officer shall cause such building to be vacated, repaired and/or demolished pursuant to the order of the hearing officer.

(h) If any instance in which an order has been issued pursuant to item (4) of subsection (f) above, that a building be secured and the owner complies with the order by securing the building, the hearing officer's case file shall, nevertheless, remain active for a period of three (3) years from the date of signature of the order. The housing officer may request that the hearing officer reconvene the hearing if he receives evidence that the building has not remained secured and is in contravention of subsection (a) of item (4) of section 19-61 of this Code. Upon notice to the owner, lienholders, occupants and other persons having an interest in the property, the hearing officer shall reconvene the hearing. If the hearing officer finds that the building remains a dangerous building notwithstanding the owner's efforts to secure it, he may issue a revised order that the building be demolished.

Sec. 19-64. Fees; costs; billing; payment; imposition of lien; addition of costs to ad valorem tax bill.

(a) The parish council hereby finds and declares that the general administrative expenses of inspecting buildings, locating owners, conducting hearings, issuing notices and orders, together

with all associated administrative functions, require the reasonable charge of five hundred dollars ($500.00) for each lot, adjacent lots under common ownership, or tract of land, and such minimum charge is hereby established and declared to be the charge for such administrative expenses to be assessed in each instance where the parish demolishes or contracts for the demolition of a building or buildings thereon. Notwithstanding any tabulation of recorded costs, a charge of five hundred dollars ($500.00) is hereby expressly stated to be a minimum charge. Further, the costs of demolishing the building or buildings either by the parish or by persons doing so under contract with the parish shall be separately calculated and assessed in each instance where the parish demolishes or causes the demolition of a building or buildings pursuant to this article.

The housing officer shall certify all administrave expenses and costs of demolishing a building or buildings by the parish or by persons doing so under contract with the parish, as a charge which shall be assessed the owners thereof. Such charge shall bear interest at the rate of ten (10) percent per annum until paid.

Provided, further, if an order has been issued pursuant to this article for the repair or demolition of a building or buildings and the parish has let a contract for demolition, and the building or buildings are subsequently repaired or demolished by the owners prior to completion of the contract let by the parish, the administrative expenses and all costs for cancellation of the contract shall be certified as a charge which shall be assessed as against the owners thereof. Such charges shall bear interest at the rate of ten (10) percent per annum until paid.

(b) At the completion of any work performed pursuant to this chapter, or preparation in anticipation thereof, the proprietary party and/or owner of the premises shall be sent a notice fulfilling the requirements provided in subsection (a) of section 19-63, itemizing the cost of the work in accordance with this article. The proprietary party and/or owner of the premises shall be given thirty (30) days from receipt thereof to make payment to the parish.

(c) In addition to the other provisions of this article, the parish is also authorized to have recorded in the mortgage office of the parish, a sworn statement showing the costs and expenses incurred for the work and the date, place or property on which the work was done, and the recordation of such sworn statement shall constitute a lien and privilege on the property and shall remain in full force and effect for the amount due in principle and interest, plus costs for filing the lien, and costs of course, if any, for collection until final payment has been made.

(d) In addition to the foregoing, the remedies available pursuant to sections 19-10 and 19-11 are also available.

Sec. 19-65. Execution of written release upon payment of charges or where lien placed on property through error; execution of written notice of compliance.

(a) Upon full payment of the charges assessed against any property, or in the event the lien is placed on the property through error, the sheriff is hereby authorized to execute, for and in behalf of the parish, a written release approved in each case by the legal department.

(b) Upon compliance with an order of the hearing officer to repair or demolish a building, the housing officer shall be and is hereby authorized to execute a written "Notice of Compliance" setting forth the date the notice of compliance is issued, the date the parish found the building to be repaired or demolished in compliance with the order; and if the building had not been demolished, whether or not the building is in such condition that it may be occupied.

(c) A fee shall be imposed for such release of lien provided hereunder in an amount to be fixed by the sheriff's office.

Sec. 19-66. Adding cost to ad valorem tax bill.

(a) In addition to any other provisions regarding collection of costs for work performed pursuant to this article, if payment is not received within six (6) months of the original invoice date, the parish may, at its option, proceed to adopt an ordinance levying the charges for such work plus fifteen (15) percent collection charges as an assessment to be added to the annual ad valorem tax bill of the premises or property involved.

(b) The sheriff effecting collection shall be reimbursed fifteen (15) percent of the amount of such charges actually collected from the proprietary party and/or owner of the premises or property involved.

Sec. 19-67. Violations; penalty for disregarding or removing notices or orders.

(a) The owner of any "dangerous building" who shall fail to comply with any order to repair, vacate, demolish or secure said building by any

person authorized by this article to give such order shall be guilty of a misdemeanor.

(b) The occupant or lessee in possession, who fails to comply with any order to vacate, and anyone having an interest in said building as shown by the mortgage and conveyance records of the parish where the land is located, and under a legal duty to repair, who fails to repair or secure said building in accordance with any order given as provided for in this article, shall be guilty of a misdemeanor.

(c) Any person removing any notice provided for in this article, shall be guilty of a misdemeanor.

(d) Each day that any violation of the above subsections continues shall constitute a separate offense.

(e) Violation of any of the above subsections shall be punishable as provided in section 1-10 of this Code.

Sec. 19-68. Emergencies.

(a) In cases where it reasonably appears that there is immediate danger to the health, life or safety of any person unless a "dangerous building", as defined herein, is immediately repaired vacated, demolished or secured, the housing officer shall report such facts to the director of the Department of Inspection and Code Enforcement. If the Director finds that there is in fact an immediate danger to the health, life or safety of any person unless the building is immediately repaired, vacated, demolished or secured, he shall cause the immediate repair, vacation, demolition or securing of such building, without any requirement for notice to the owner or interested parties in advance.

(b) Whenever the director causes a building to be repaired, vacated, demolished or secured pursuant to this section, he shall cause a notice, as described in subsection (f) of section 19-63, to be posted on the building.

Further, whenever the director causes a building to be repaired, vacated, demolished or secured pursuant to this section, he shall also cause notice to be given to the owners and lienholders of the building, all persons having possession of any portion thereof, and all other persons who may have an interest in the building that a hearing will be held concerning the orders issued in connection therewith, and whether the building constitutes a "dangerous building". The notice shall set forth the specific conditions which render the building a dangerous building within the standards set forth in section 19-61, the date, time and place of such hearing, that all persons having an interest in the building may appear in person and/or be represented by an attorney, and may present testimony and may cross-examine all witnesses. The said notice shall comply with the provisions set out in section 19-63; however, the hearing shall be held as soon as it is reasonably possible, but in no case later than ten (10) days after the director of the Department of Inspection and Code Enforcement has caused the building to be repaired, vacated, demolished or secured, unless all persons having either an ownership interest or a possessory interest in the building request a continuance of the hearing. All such hearings shall be held by an engineer employed by the Jefferson Parish Department of Engineering or another person designated by the director of the Department of Engineering in accordance with the provisions of section 19-63(d). At such

a hearing, the burden shall be upon the parish to show that there was an immediate danger to health, life or safety necessitating immediate action, and whether the building constitutes a dangerous building within the provisions of this article at the time of the hearing. After completion of the presentation of the testimony by all parties appearing, the hearing officer shall make written findings of fact as to whether or not the building was an immediate danger to health, life or safety necessitating the action taken by the director of the Department of Inspection and Code Enforcement, and whether the building was a dangerous building within the provisions of this article. If the hearing officer finds that there was an immediate danger to public health, life or safety that required the action that was taken, all administrative expenses and any cost of repair or demolition shall be calculated and assessed the owners of the building, and shall constitute a lien and privilege on the land on which the building stands or stood, which shall bear interest as provided in subsection (a) of section 19-64. If the hearing official finds that the building, at the time of the hearing, constitutes a dangerous building within the provisions of this article, he shall issue an order for its abatement as set out in subsection (f) of 19-63. The provisions of section 19-63 shall be applicable to any such order.

Sec. 19-69. Cleanup after demolition or removal of structures.

(a) Within thirty (30) days after any building or structure is demolished or removed from any lot or tract of land:

(1) All debris must be removed from the property.

(2) All holes or depressions in the ground must be filled to grade level.

(3) All lumber, pipes and all other building materials must be removed from the property or stored in such a manner that they are not a hazard to safety and do not create a condition where rats are likely to live or mosquitoes likely to breed.

(4) All pipes and conduits must be removed from above grade and must be removed or sealed below grade.

(5) All piers, pilings, steps and other appurtenances must be removed above grade.

(b) Each owner and each person having control over the property on which the building or structure stood prior to removal or demolition is individually responsible for completing such work or causing such work to be completed.

Sec. 19-70. Notice to complete work.

Whenever it shall come to the knowledge of the housing officer or a hearing officer designated pursuant to article V of this chapter that a building or structure has been demolished or removed and that the work required by this article has not been completed, the said housing officer or hearing officer shall cause written notice to be given as provided in subsection (a) of section 19-63 setting out the work required by this article which has not been completed. In such notice, the said housing officer shall order the owner of the property or person having control over the property to complete or cause to be completed all work required by this article within thirty (30) days of service of such notice.

Sec. 19-71. Penalty

Failure to comply with the requirements of section 19-70 or to comply with the order of the housing officer or a hearing officer given pursuant to this article shall be punishable as provided in section 1-10. Each day such work is not completed in violation of this article shall constitute a separate offense.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS 7 NAYS: None ABSENT: None

This ordinance was declared to be adopted on this the 8th day of August, 1990, to become effective ten (10) days thereafter.

On motion of Mr. DeViney, seconded by Mr. Ward, the following ordinance was offered:

SUMMARY NO. 15579 ORDINANCE NO. 18130 An ordinance amending Chapter 19, Article V, Sections 19-63 (d) and (f) of the Jefferson Parish Code of Ordinances to provide that hearings shall be held by architects as well as professional engineers, each registered pursuant to the laws of the State of Louisiana and selected by the Parish Council; and further to abolish the specific size requirements for notices to be placed on dangerous buildings.

THE JEFFERSON PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. That the Code of Ordinances of Jefferson Parish, Louisiana, is hereby amended by amending Section 19-63(d) to read as follows:

(d) All hearings shall be held by engineering employed by the Parish of Jefferson, Department of Engineering, designated by the Director of Engineering or by professional architects and/or engineers registered pursuant to the laws of the

State of Louisiana and selected by the Parish Council. Such officials shall be referred to as the hearing officers provided; however, that no persons shall be selected to perform the duties of hearing officer under this section who have had prior knowledge of the conditions of such building, except such persons designated as hearing officers may, prior to the hearing, receive a copy of the notice given to the owners.

SECTION 2. That the Code of Ordinance of Jefferson Parish, Louisiana, is hereby amended by amending Section 19-63 (f) by deleting the size requirements for letters in notices to be placed in conspicuous places on buildings, to read as follows:

(f) After completion of the presentation of testimony by all parties appearing, the hearing officer shall make written findings of fact as to whether or not the buildings are dilapidated, substandard or unfit for human habitation and constitute a hazard to the health, safety or welfare of occupants and/or the citizens, and whether or not the buildings in question are dangerous within the standards set forth in Section 19-61.

If the hearing officer finds that any building is dilapidated, substandard or unfit for human habitation and that same constitutes a hazard to the health, safety or welfare of its occupants and/or the citizens, and that same is a dangerous building within the terms of Section 1961, he shall issue an order directing the owner, occupant and all other persons having an interest in said building as shown by the mortgage and conveyance records of the Parish where the land is located:

(1) That the building shall be vacated if same is occupied ad the hearing officer finds that

the building is in such condition as to make it dangerous to the health, safety or welfare of its occupants:

(2) That the building shall be either repaired or demolished (at the owner's option) if it can reasonably be brought into compliance by repair;

(3) That the building be demolished if it cannot reasonably be repaired; and

(4) If the building is unoccupied and the condition of the building is such that it may be brought into compliance by securing it from unauthorized entry, then the order may provide that it be so secured and be kept secured and may include or adopt written specifications that must be complied with in securing the building and the order may provide that the building be demolished if it is not secured in compliance therewith.

If the hearing officer finds that the building is substandard as above described and in such condition as to make same dangerous to the health, safety or welfare of its occupants or to the citizens, the hearing officer shall order that the Parish place a notice in a conspicuous place on such building; such notice to read the following words:

"THIS BUILDING HAS BEEN FOUND TO BE A DANGEROUS BUILDING. OCCUPANCY OF THIS BUILDING IS PROHIBITED BY LAW AS SUCH OCCUPANCY IS DANGEROUS TO THE HEALTH, SAFETY AND WELFARE OF ITS OCCUPANTS. THIS NOTICE IS POSTED (here the notice shall set forth

the date and hour such notice is posted). ALL PERSONS MUST VACATE THIS BUILDING NOT LATER THAN FORTY-EIGHT (48) HOURS AFTER THE TIME OF POSTING AND SHALL NOT RE-ENTER THE SAME UNTIL THE PARISH FINDS THAT THE BUILDING HAS BEEN REPAIRED SO AS TO BE IN COMPLANCE WITH THE ORDINANCES OF THE PARISH OF JEFFERSON. THIS NOTICE SHALL REMAIN ON THIS BUILDING UNTIL IT IS REPAIRED OR DEMOLISHED.

If the hearing officer finds that the building is in such condition that it is dangerous for anyone to enter, the hearing officer shall order that the Parish place a notice in a conspicuous place on such building, such notice to read in the following words:

"THIS BUILDING HAS BEEN FOUND TO BE A DANGEROUS BUILDING BY THE PARISH OF JEFFERSON. NO PERSON SHALL ENTER THIS BUILDING EXCEPT PERSONS AUTHORIZED BY THE OWNER WHO ENTER SOLELY FOR THE PURPOSE OF CORRECTING THE HAZARDOUS CONDITIONS THEREIN AND INSPECTORS OF JEFFERSON PARISH. THIS NOTICE SHALL REMAIN ON THIS BUILDING UNTIL IT IS REPAIRED OR DEMOLSHED."

The persons having an interest in the property shall be given a reasonable period of time in which to comply with the hearing officer's order, such period not to exceed thirty (30) days, unless, in the judgment and discretion of

the hearing officer, it is determined that a greater period of time is necessary. The order shall state the date by which the action ordered must be completed, and state that the housing officer shall cause the building to be vacated, reparied and/or demolished if the persons having an interest in the property do no comply with the order. The order of the hearing officer shall be served on all persons having an interest in the property as provided in subsection (a) of Section 19-63.

A copy of the order of the hearing officer shall also be filed in the mortgage and conveyance records of the Parish in which the land lies.

SECTION 3. That the Code of Ordinances of Jefferson Parish, Louisiana, is hereby amended by amending Section 19-63 (h) to reflect reference to the proper preceding sections which were previously incorrectly stated, and to read as follows:

(h) If any instance is which an order has been issued pursuant to item (4) of subsection (f) above, that a building be secured and the owner complies with the order by securing the building, the hearing officer's case file shall, nevertheless, remain active for a period of three (3) years from the date of signature of the order. The housing officer may request that the hearing officer reconvene the hearing if he receives evidence that the building has not remained secured and is in contravention of subsection (1) of item (d) of section 19-61 of this Code. Upon notice to the owner, lienholders, occupants and other person having an interest in the property, the hearing officer shall reconvene the hearing. If the hearing officer finds that the building remains a dangerous building notwithstanding the

owner's efforts to secure it, he may issue a revised order that the building be demolished.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None

This ordinance was declared to be adopted on this the 7th day of November, 1990, to become effective ten (10) days thereafter.

42 U.S.C. § 1437

§ 1437. Declaration of policy

It is the policy of the United States to promote the general welfare of the Nation by employing its funds and credit, as provided in this chapter, to assist the several States and their political subdivisions to remedy the unsafe and unsanitary housing conditions and the acute shortage of decent, safe, and sanitary dwellings for families of lower income and, consistent with the objectives of this chapter, to vest in local public housing agencies the maximum amount of responsibility in the administration of their housing progams. No person should be barred from serving on the board of directors or similar governing body of a local public housing agency because of his tenancy in a low-income housing project.

42 U.S.C. § 1437f(a)

(a) Authorization for assistance payments

For the purpose of aiding low-income families in obtaining a decent place to live and of promoting economically mixed housing, assistance payments may be made with respect to existing housing in accordance with the provisions of this section. A public housing agency may contract to make assistance payments to itself (or any agency or instrumentality thereof) as the owner of dwelling units if such agency is subject to the same program requirements as are applied to other owners. In such cases, the Secretary may establish initial rents within applicable limits.

42 U.S.C. § 1439(d)(1)(A)(i)

(d) Allocation and reservation of housing assistance funds; purposes; prohibited reallocation of unutilized funds; enumerated uses for retained funds; competition for reservation and obligation of funds

(1)(A)(i) Except as provided by subparagraph (B), the Secretary shall allocate assistance referred to in sub-

section (a)(1) of this section the first time it is available for reservation on the basis of a formula that is contained in a regulation prescribed by the Secretary, and that is based on the relative needs of different States, areas, and communities, as reflected in data as to population, poverty, housing overcrowding, housing vacancies, amount of substandard housing, and other objectively measurable conditions specified in the regulation. The Secretary may allocate assistance under the preceding sentence in such a manner that each State shall receive not less than one-half of one percent of the amount of funds available for each program referred to in subsection (a)(1) of this section in each fiscal year. In allocating assistance under this paragraph for each program of housing assistance under subsection (a)(1) of this section, the Secretary shall apply the formula, to the extent practicable, in a manner so that the assistance under the program is allocated according to the particular relative needs under the preceding sentence that are characteristic of and related to the particular type of assistance provided under the program. Assistance under section 202 of the Housing Act of 1959 [12 U.S.C.A. § 1701q] shall be allocated in a manner that ensures that awards of the assistance under such section are made for projects of sufficient size to accommodate facilities for supportive services appropriate to the needs of frail elderly residents. The preceding sentence shall not apply to projects acquired from the Resolution Trust Corporation under section 1441a(c) of Title 12.

24 C.F.R. §251.301 (1989)

(a) The lender is responsible for the performance of all functions under this part, including acceptance and review of applications, issuance of commitments, inspections, and closings, except those functions specified in paragraphs (b), (d) and (e) of this section.

(b) Certain functions are retained by the Commissioner. The lender must submit any information or certifications required by the Commissioner to permit determinations of compliance with requirements concerning:

(1) Previous participation of the principals of the Mortgagor, general contractor, consultant, and management agent in accordance with the Previous Participation and Clearance Review Procedures of 24 CFR 200.210 through 200.218;

(2) Environmental impact under the National Environmental Policy Act of 1969 and related laws and authorities set forth in 24 CFR Part 50;

(3) Equal opportunity considerations in the development and operation of the proposed project;

(4) The intergovernmental review procedures of 24 CFR Part 52. These procedures apply to cases involving 200 or more units in urbanized areas or 50 or more units in non-urbanized areas; and

(5) The National Historic Preservation Act, 16 U.S.C. 470, where applicable.

(c) The lender must also submit any information required by the Commissioner for tracking or monitoring purposes.

(d) The Commissioner's authorized Departmental representative must endorse the Mortgage for coinsurance.

(e) The Commissioner retains responsibility for enforcement of labor standards and prevailing wage require-

ments set out in § 251.209. The Commissioner will perform all function under § 251.209 except that he may delegate to the lender information collection (e.g. payroll review and routine interviews) or other routine administration and enforcement functions, subject to monitoring by the Commissioner.

24 C.F.R. § 882.719 (1989)

§ 882.719 Initial Contract Rents.

Section 882.106. *Contract Rents,* does not apply.

(a) *Fair Market Rent and Agreement limitation.* (1) The initial Contact Rent plus any applicable Utility Allowance (Gross Rent) for any unit approved under this Subpart G shall not exceed the Section 8 Existing Housing Fair Market Rent applicable to the unit on the date the Agreement is executed, except as provided in this paragraph (a). (See also § 882.729(c), *Contract Rents in Agreement.*)

(2) The PHA may approve, on a unit-by-unit basis, initial Gross Rents that exceed the applicable Fair Market Rents by up to 10 percent. The total number of units with such rents approved under this paragraph (a)(2) and under paragraph (a)(2) of § 882.106, Contract Rents, may not exceed 20 percent of the number of units under ACC for the PHA's Certificate Program. The PHA, however, may also exercise such authority with respect to more than 20 percent of the units under ACC if HUD approves such extension of the PHA's authority. In considering whether to grant such approval, HUD will review the appropriateness of the applicable Fair Market Rents and the relationship of estimated program costs to program objectives.

(3) HUD may approve, upon request from a PHA, maximum initial Gross Rents for all units of a given size of up to 20 percent above the applicable Fair Market

Rents within a designated municipality, county, or similar locality. Any such request must be supported by a statement of the special circumstances warranting such increase in the maximum Gross Rents, including whether such higher rents are necessary to implement a Housing Assistance Plan. In considering whether to grant such approval, HUD will review the appropriateness of the applicable Fair Market Rents and the relationship of estimated program costs to program objectives. In no event shall a maximum Gross Rent, as approved under this paragraph, exceed the rent, including Allowances for Utilities and Other Services, determined by HUD to be the average rent currently being charged for available standard units of similar size or type in the applicable municipality or county.

(4) On the basis of a showing by the PHA that special circumstances apply to units of a given size limited to a specific neighborhood, and by reason of these circumstances the reasonable Gross Rents for such uints are as high as 20 percent above the applicable Fair Market Rents, and the units cannot be rented for less, HUD may authorize the PHA to approve Gross Rents for such units up to 20 percent above the applicable Fair Market Rents. Authorization under this paragraph (a)(4) shall be based upon substantially the same criteria as under paragraph (a)(3) of this section, except for the last sentence of that paragraph.

(b) *Rent reasonableness limitation.* Because the Fair Market Rents are established for a geographic area, within which the rents for modest Decent, Safe, and Sanitary housing may vary substantially, the PHA shall make an analysis to determine the reasonable rent for the particular unit.

(1) The PHA shall certify for each unit it approves for project-based assistance under this Subpart G that the initial Contract Rent for the rehabilitated unit is:

(i) Reasonable in relation to rents currently being charged for comparable units in the private unassisted market, taking into account the location, size, structure type, quality, amenities, facilities, and management and maintenance service of the unit; and

(ii) Not in excess of rents currently being charged by the Owner for comparable unassisted units.

(2) If a PHA proposes to project-base assistance for fifty or more units, the PHA must obtain HUD Field Office approval of the Contract Rents before executing the Agreement.

(3) For a rent-controlled unit, comparable units must be units that are rent-controlled; for a unit that is not subject to rent control, comparable units must be units that are not rent-controlled.

(c) *Congregate housing.* (1) The Fair Market Rent for each congregate housing uint shall be the same as for a 0-bedroom unit, except that if the unit consists of two or more private rooms, the Fair Market Rent shall be the same as for a 1-bedroom unit.

(2) In determining the reasonableness of the rents, consideration shall be given to the presence or absence of common rather than private cooking, dining, and sanitary facilities and the provision of special amenities, maintenance or management services, or a combination of both.

(d) *Independent Group Residences* (1) The Fair Market Rent for an Independent Group Residence shall be the Fair Market Rent applicable to the unit size being leased, for example, a 4-bedroom unit if the residence contains 4 bedrooms.

(2) A Resident Assistance who lives in the unit may be counted as a Family member in determining the appropriate number of bedrooms. However, the Resident Assistant's income shall be disregarded in determining

the Total Tenant Payment, the Tenant Rent, or the Family's income eligibility.

(3) In determining the reasonableness of the rents, consideration shall be given to the presence of common (rather than private) cooking, dining and sanitary facilities, and to the provision of special amenities or of maintenance or management services.

(e) *Single room occupancy units.* (1) The Fair Market Rent for each SRO unit shall be equal to 75 percent of the 0-bedroom Fair Market Rent.

(2) In areas where HUD has approved the use of exception rents for 0-bedroom units under paragraphs (a)(3) or (a)(4) of this section, the SRO exception rent will be 75 percent of the exception rent which applies to the Existing Housing 0-bedroom unit. Further, a SRO unit may be granted an exception rent for its own specified unit size. In no case may the initial rent exceed 75 percent of 120 percent i.e. 90 percent of the 0-bedroom unit FMR.

(3) In determining the reasonableness of the rents, consideration will be given to the presence or absence of sanitary or kitchen facilities.

(f) *Other services—exclusion from Contract Rent.* The Contract Rent may not include the cost of providing supportive services, housekeeping or laundry services, furniture, food, or the cost of serving food.

[Filed Jun. 15, 1992]

TWENTY FOURTH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

Number: 434-842
VICARI CONTRACTORS, INC.

versus

PARISH OF JEFFERSON

PETITION FOR DAMAGES FOR WRONGFUL DEMOLITION OF PRIVATE PROPERTY

The petition of VICARI CONTRACTORS, INC., a Louisiana Corporation domiciled in the Parish of Jefferson, respectfully represents:

I.

The Parish of Jefferson, a political subdivision of the State of Louisiana, authorized to sue and be sued, is made a defendant herein, and is liable unto petitioner for the following:

II.

Petitioner was the owner of Buildings 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, and 26 on Lot 15-B, Square C, Westside Terrace Subdivision, in this parish.

III.

The buildings identified in the preceding paragraph were wrongfully and negligently demolished by the de-

fendant, the Parish of Jefferson; however, petitioner remains as the owner of the land upon which the buildings had been situated.

IV.

Pursuant to Section 19-60, et seq., or other applicable section of the Code of Ordinances of the Parish of Jefferson, proceedings were instituted against petitioner alleging that the above mentioned buildings were dangerous and/or they constituted a hazard to the health, welfare or safety of their occupants and/or the citizens of this parish, and attempting to obtain an order requiring petitioner to have the above mentioned buildings vacated and repaired, demolished or secured.

V.

On May 24, 1991, pursuant to Chapter 19 of the code of Ordinances, a hearing was held before a Hearing Officer to determine whether the buildings were dangerous as defined in Section 19-61, and if so, whether or not such building(s) must be vacated, secured and/or repaired or demolished.

VI.

As a result of the aforementioned hearing, on May 24, 1991, orders were issued directing petitioner to take spefic actions with regard to each building mentioned above, copies of which are attached hereto as Exhibit P-1 in globo and incorporated herein by reference and made a part hereof as if copied herein in extenso.

VII.

The findings of the Hearing Officer were such that the plaintiff was not required to demolish the buildings and the orders of the Hearing Officer did not require him to do so.

VIII.

The findings of the Hearing Officer identified conditions which could reasonably be corrected without de-

molishing the buildings and, the Hearing Officer did not require the plaintiff to demolish the buildings.

IX.

At the time of purchase of the above mentioned buildings, petitioner had a commitment from a local financial institution to loan the funds to purchase the property and the funds to renovate and repair the buildings.

X.

The property identified in paragraph II above was purchased by petitioner to participate in a guaranteed rent program for low income families, which program was overseen by the United States Department of Housing and Urban Development (hereinafter referred to as HUD) and required HUD's final approval of the rent which the Jefferson Parish Housing Authority was going to pay to petitioner.

XI.

The actual agreement between petitioner and the Jefferson Parish Housing Authority could not be signed until after HUD approved the rent schedule, which agreement was finally signed on May 30, 1991.

XII.

Defendant, the Parish of Jefferson, had actual knowledge that the Housing Authority of Jefferson Parish had, on October 19, 1989 selected seventy-seven (77) units of petitioner's Section 8 Project Based Proposal for assistance.

XIII.

The selected seventy-seven (77) units of petitioner's Section 8 Project Based Proposal for assistance were all part of the property above described in paragraph II and, which were wrongfully and negligently demolished by the defendant, the Parish of Jefferson.

XIV.

Defendant, the Parish of Jefferson, had actual knowledge of the conditions of the buildings subject of the order of the Hearing Officer on May 21, 1991 for the entire period of time prior thereto that petitioner owned the buildings which period of petitioner's ownership began on December 29, 1989.

XV.

Defendant, the Parish of Jefferson, acquiesced in the condition of the buildings during plaintiff's ownership from December 29, 1989 until May 21, 1991.

XVI.

On information and belief defendant, the Parish of Jefferson, had actual knowledge of the condition of the buildings purchased by the plaintiff on December 29, 1989 for a considerable time prior thereto and made no demands upon prior owners that the buildings be demolished.

XVII.

Petitioner was notified by defendant on July 25th, 1991 that the work order to demolish all of the buildings mentioned above except Building 14 will be issued on Friday, July 26th, 1991, and demolition will begin on Monday, July 29th, 1991.

XVIII.

The notification of demolition served upon petitioner as described in the preceding paragraph was issued with the full and complete knowledge of the defendant, the Parish of Jefferson, that remedial measures were readily available and could have been accomplished easily at a cost of $25,000.00 or less.

XIX.

Defendant instead chose to demolish plaintiff's buildings for triple the cost of remedial measures in an amount exceeding $75,000.00.

XX.

Defendant's decision to demolish, as well as the actual demolition, was an act of negligence for the reason that defendant's conduct exceeded that which was required to remedy the conditions found to exist by defendant's Hearing Officer.

XXI.

The negligent conduct of the defendant, the Parish of Jefferson, in demolishing plaintiff's above described buildings was not for the purpose of enforcing its ordinance, but rather was for the purpose of depriving the plaintiff of his vested property rights and participation in Section 8 Project Based Housing Assistance Payment Contract awarded to him by the Housing Authority of Jefferson Parish.

XXII.

Petitioner shows that at the time it purchased the property in question, there were many other buildings in the area which were in a worse state of disrepair than the buildings concerned herein, and those buildings are still standing. Further, petitioner shows that these other buildings and properties are violating parish ordinances to the same degree or worse than petitioner's buildings.

XXIII.

Petitioner shows that there was a fence around its buildings which it was maintaining as best it could and as best as it could be maintained under the circumstances, and it kept the grass cut. Most of the other property owners were not even doing this much, yet petitioner's buildings were to be the first, or among the first to be demolished.

XXIV.

Petitioner sought to protect his vested property rights and Section 8 Project Based Housing Assistance Payments Contract by filing a petition for writ of injunction on July 29, 1991 in the matter of Vicari Contractors, Inc. versus Parish of Jefferson, Number 420-579, 24th Judicial District Court, Parish of Jefferson.

XXV.

The petition referenced in the preceding paragraph resulted in a consent judgment intended to permit the defendant to enforc is ordinanc according o law.

XXVI.

The provisions of the ordinance, the decision of defendant's Hearing Officer and the consent judgment provide that the penalty of demolition is permissive and not mandatory.

XXVII.

Additionally, plaintiff entered into the consent judgment because he knew that at the time of the hearing he had a commitment for the necessary funds to proceed with his project and, had his witness present at the hearing to testify to establish that fact.

XXVIII.

Defendant committed further acts of negligence against plaintiff by interfering with plaintiff's Section 8 Project Based Assistance Payments Contract immediately following plaintiff's entry into the consent judgment with defendant by the actions of its officers or employees in approaching plaintiff's above described witness who was also representing plaintiff's source of financing, and delivering to that witness a letter stating that the number of plaintiff's units selected for Section 8 Project Based Assistance Payments Contract was limited to 15.

XXIX.

Defendant's officers and employees knew or should have known that the letter described in the preceding paragraph was incorrect and, had no reason to present the letter to plaintiff's financing representative other than to cause that representative to report to his principal with that information and cause plaintiff to lose the financing critical for compliance with the consent judgment that plaintiff had entered into, in good faith, with the defendant.

XXX.

As a result of the presentation of the letter by defendant's officers and employees as described in the immediately preceding paragraphs, plaintiff's ability to obtain financing within the limitations of the consent judgment were destroyed.

XXXI.

As a result of the negligent conduct of the defendant, through its officers and employees as herein above particularly described, plaintiff has suffered the following damages:

1) Loss of income tax credits;

2) Loss of profits from rental income;

3) Loss of assets;

4) Emotional distress to its officers, directors, and shareholders;

5) Loss of business opportunities and profits therefrom.

WHEREFORE, petitioner prays that after due proceedings there be judgment herein in favor of petitioner, Vicari Contractors, Inc., and against defendant, the Parish of Jefferson, for such damages as are reasonable in the premises, with legal interest thereon from date of judicial demand, and for all costs of this suit.

/s/ Stephen J. Caire
STEPHEN J. CAIRE
Attorney at Law
4508 Kawanee Avenue
Metairie, LA 70002
(504) 892-9295

TWENTY-FOURTH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

Number 420-579
Division "A"

VICARI CONTRACTORS, INC.

versus

THE PARISH OF JEFFERSON

Proceedings in the above-numbered and entitled cause taken in open court on August 2, 1991, before the Honorable G. Thomas Porteous, Jr., Judge presiding.

PROCEEDINGS

MR. BUTLER: Perrin C. Butler, Jr.

MR. DUNN: Duane D. Dunn, representing Vicari Contractors, Incorporated.

We have a consent judgment that we're going to dictate into the record here today in case number 420-579.

This is regarding buildings 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, and 26 on lot 15-B, as in boy, Square C, as in Charlie, Westside Terrace Subdivision, Harvey, Jefferson Parish, Louisiana. When we refer to the buildings in this particular consent judgment those are the buildings that we will be referring to.

All openings except doors with deadbolts shall be covered in their entirety with plywood and screws, pywood secured by screws as follows. The screws shall be three

inches in length by one-quarter inch in diameter spaced at least one foot apart around the entire perimeter of the plywood. The plywood shall be five-eighths inches CDX grade plywood on all ground floor openings that are required herein to be covered and one-half inch CDX grade plywood on all second floor openings that are required herein to be covered.

The plywood covering all openings that are required to be covered herein is to remain in place at all times while the building is vacant and renovations are not completed as to that building except during renovation and/or clean up work. Any plywood opening covering removed during renovation and/or clean up work shall be reinstated at the daily completion, reinstaled, excuse me, at the daily completion of work. All balconies, stairs, gutters, siding, supporting posts or other exterior portions of the buildings in a condition such that they are likely to fall and injure someone must be secured, repaired, or removed so as to satisfy the Jefferson Parish dangerous building abatement inspector by 4:30 p.m. on the 24th day of August 1991.

All debris consisting of garbage, waste and combustable materials shall be removed from the interior of these buildings by 4:30 p.m. on the 24th day of August 1991.

A representative of the owner shall be present on the property between the hours of 8:30 a.m. and 3:30 p.m. on the 26th day of August 1991 to allow inspection of the property by the Jefferson Parish dangerous building abatement inspector.

The owner shall be begin renovation of any or all of the buildings on the site by noon on the third day of September 1991 and continue with renovation until all buildings are completed, until all buildings are completely renovated. By the end of the sixth day of August 1991 the Parish of Jefferson shall cancel the inscription of all of the orders rendered by its hearing officer on May 24, 1991 concerning these buildings which are recorded in the mortgage and/or conveyance records of the Parish

of Jefferson against any or all of these buildings with the owner to bear the costs of these cancellations.

The owner consents that upon his failure to comply with the provisions of this order for any reason whatsoever save for an Act of Force Majeure the buildings may be totally and completely demolished by the Parish of Jefferson or its representative without further notice to the owner with the owner to bear all costs of demolishion including reasonable administrative expenses.

Now, finally, although this will not be part of the actual terms of the judgment the parties are agreeing here today that there may be additional provisions that needed to be added to this judgment which were not thought of. That we have attempted to satisfy all requirements on both sides but we have been at this for some two, two and a half hours and may think of additional matters that may need to be addressed later.

The parties therefore agree that additional provisions may be added to this judgment by written mutual consent of the parties.

We further agree that there needs to be some method of inspecting the buildings and the work being performed by the owner to determine whether or not the work being performed satisfies the requirements of this judgment and, if not, that the owner be given notice that the provisions of this judgment are not satisfied so that he can take steps to rectify any inadequacies or deficiencies in the work he's performed. This is so from the owner's standpoint because these determinations are to be made by the Parish, and the owner suggests and I believe the Parish agrees that it would only be reasonable then if the Parish is making the determination that he be given an opportunity or he be given notice that he is not satisfied with the judgment, he has not complied with the provisions as determined by the Parish's representative and that therefore he be able to or be in a position to rectify the e-ficiences.

MR. BUTLER: Is there any way to play back that last statement he said? I want to make sure I understand what he said.

(Whereupon the last statement was read back)

MR. BUTLER: Do you want to add in there prior to the cut off dates?

MR. DUNN: That he be in a position to rectify the deficiencies since he would have knowledge of the deficiencies whereas he would not be able to rectify them if he did not have knowledge that the Parish was not satisfied with the work. As the Parish's request the consultation with the inspectors or representatives of the Parish will meet with the owner or his representative prior to the deadlines or cutoff dates set forth in this judgment.

We also agree that, the owner and the Parish agree that in the very near future upon the owner's request a representative of the Parish will meet with the owner or his representative and clean out specific areas of concern that the Parish has and in particular specific actions that must be taken to remedy the specific defects or deficiencies of the property.

Do you want to state your agreement so that?

MR. BUTLER: Yes. I would also like to state that I do agree to what has been read into the record. At this time I have nothing further.

MR. DUNN: The judgment will be prepared by me and will be submitted early next week.

BEST AVAILABLE COPY

JEFFERSON PARISH DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

BUILDING PERMIT

PLACARD NO. GW-280-C

Address 1040 E. MARY POPPINS.

Construction INT. & EXT. GEN REPAIR

and Occupanc TO EXIST APT. COMPLEX

31 JULY , 1991

SQ. LOT

SEPARATE PERMITS MUST BE OBTAINED FOR: ELECTRICAL, MECHANICAL OR PLUMBING INSTALLATIONS.

PETE SCHNECKENBURGER
CHIEF BUILDING INSPECTOR

This Sign Must Be Conspicuously Posted Continuously During Construction

On motion of Mr. Lawson, seconded by Mr. Evans, the following resolution was offered:

RESOLUTION NO. 67874

A resolution requesting the U.S. Department of Housing and Urban Development to expedite the approval of all pending Project Base Section 8 Housing Program Certificate applications.

WHEREAS, the Jefferson Parish Housing Autority has selected owners of 180 units of rental property to apply for the Project Based Section 8 Housing Certificate Program; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) must certify that the rents to be charged for the units renovated under this program are consistent with fair market value rents; and

WHEREAS, HUD has not yet made this determination which has delayed renovation of the rental units and the placement of qualified tenants in the units;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That this Council hereby requests the U.S. Department of Housing and Urban Development to expedite the approval of all pending Project Based Section 8 Housing Program Certificate applications.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None

The resolution was declared to be adopted on this the 28th day of November, 1990.

AMG/na-November 14, 1990

[Logo]

JEFFERSON PARISH
LOUISIANA
OFFICE OF PARISH PRESIDENT

MICHAEL J. YENNI
Parish President

December 14, 1990

Mr. Joe Brinkley, Acting Manager
U.S. Department of Housing and Urban Development
New Orleans Office
Fisk Federal Building—Suite 3100
1661 Canal St.
New Orleans, Louisiana 70112-2887

Re: Local Strategy-Jefferson Parish
Apple Trace II Properties
Section 8 Project Based Selection

Dear Mr. Brinkley:

Last week I was asked by Barry Bordelon, Chairman of the Housing Authority of the Parish of Jefferson, to outline the Local Strategy of Jefferson Parish as it relates to the preservation or restoration of neighborhoods immediate to the site experiencing significant private investment that is demonstratively changing the economic character of the area, namely, Apple Trace II Properties located between Mary Poppins East and Mary Poppins West and bounded by North Mary Poppins on the North and Pygmalion Drive on the South.

Chairman Bordelon additionally advised me that a significant proportion of minority households had been successful in finding units to lease in non-minority areas under the Section 8 Certificate and Housing Voucher Programs and that this area was picked overwhelmingly by the Housing Authority of the Parish of Jefferson to participate in the Section 8 Project Based Program. The Housing Authority of the Parish of Jefferson's assessment of the

placing of the Project in this area was one that was taken with much care and thought concluding that the above site was very accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities. In fact, it appears that the above site is superior to many other sites in Jefferson parish in that all of the above amenities outlined can be accessed by these residents without motorized transportation.

One of the most important areas that I would like to address is in the area of code enforcement. Our strategy is one that is to concentrate upon removing all substandard dwellings and the removing of any undesirable conditions that would be detrimental to family life. I have enclosed a Newspaper notice that is giving property owners in this area notice of a hearing pursuant to Jefferson Parish Ordinance No. 1805, thereby seeking to have the buildings located thereon either vacated and repaired, demolished or secured as their conditions may warrant. This notice is dated December 4, 1990 and is just a prelude to a number of hearings that will be held. In other words, we are serious about cleaning up these areas of Jefferson Parish that have fallen below acceptability.

Another area that Chairman Bordelon advises me that you are most interested in are the conditions of streets in this area. I have also enclosed a letter addressed to Chairman Bordelon from H.A. Schomaker, Director-Streets, Jefferson Parish Louisiana Department of Public Works that the above project is bounded by streets that are of concrete construction and are rated from 27 to 32 out of a possible 40 points. Mr. Schomaker states that is is his opinion that the streets indicated above will serve many years without any restoration work unless they are abused by off-road equipment and excessive loads.

An additional area of concern raised by Chairman Bordelon dealt with law enforcement in the neighborhood surrounding the Apple Trace II project. I can assure you that my office and the Jefferson Parish Council are com-

mitted to supporting adequate law enforcement in this area. Statistics provided to my office show a thirteen percent (13%) decline in police calls in this neighborhood. Additinal law enforcement officers are being provided by the area landlords on a private security basis and as you are aware the developer of the Apple Trace II project has agreed to participate in this neighborhood law enforcement effort. I sincerely believe that if all the parties concerned continue to work together the crime rate can be reduced even further.

To sum up the above, this project is very necessary to meet the needs of the low income people in this area who would like to live there and it is an integral part of our overall strategy for the restoration of this very strategic neighborhood.

Sincerely,

/s/ Michael J. Yenni
MICHAEL J. YENNI
Parish President

MJY/jb

[Logo]

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
New Orleans, Region VI
1661 Canal Street
New Orleans, Louisiana 70112

August 22, 1991

Mr. Barry Bordelon, Chairman
Jefferson Parish Housing Authority
1718 Betty Street
Marrero, LA 70072

Dear Mr. Bordelon:

Re: Approval of Apple Trace II Apartments for Project Based Section 8 Funding

After further review of the documents advanced by your PHA regarding your selection of developer Vicari Contractors, Inc. to renovate 77 units known as Apple Trace II under the HUD approved project based Section 8 program, we have decided that the project may immediately go forward. This means, among other things, that: an AGREEMENT TO ENTER INTO A HOUSING ASSISTED PAYMENTS CONTRACT (AHAP) is authorized to be executed and construction may start after receipt of the appropriate approvals from Jefferson Parish.

After successful completion of rehabilitation, you should inspect the units to assure that they meet Housing Quality Standards and that more than $1,000 per unit was expended. At that point, you may execute a Housing Assisted Payment (HAP) Contract. This would allow payment to the developer of the Section 8 assistance on behalf of the occupants of the 77 units based on the following rents:

1 BR/1 bath (771 sq. ft.) $300

2 BR/2 Baths (936 sq. ft.) $360

3 BR/2 baths (1,221 sq. ft) $405

To promote greater choice of housing opportunity to eligible families (even as a Section 8 project-based assisted project) you are urged to establish a strong marketing plan. Further, we suggest that there be continued, visible evidence of progress and stability in the neighborhood. At a minimum, security measures (public or private) to prevent vandalism to properties should be implemented immediately. In addition, special efforts or letters of commitment to the neighborhood from Parish officials, particularly from the Sheriff, Fire and Sanitation Department Heads should be secured to ensure these ends.

Best wishes for successful completion of this important project.

Sincerely,

/s/ Robert J. Vasquez
ROBERT J. VASQUEZ
Manager

cc:
Pete Vicari, Developer
Jack Brown, Attorney Advisor
Paul Connick, Chief Administrative Assistant
Jefferson Parish